

PERSONAL DATA PROTECTION ANNEX
WECHECK by Orone

The purpose of this annex is to define the terms under which the Service Provider undertakes to perform, on behalf of the Client, the personal data ("**Data**") processing operations inherent to the subject of the Contract and/or required in the context of the performance of the Service Provisions defined below.

1. Purpose

In the context of their contractual relationship, the Parties undertake to comply with the current regulations applicable to the processing of personal data, and in particular EU Regulation 2016/679 of the European Parliament and Council of 27 April 2016 (hereafter the "**Regulation**").

Pursuant to the Regulation on Data Processing and Liberties, the Client is responsible for the personal data processing performed on the Data as defined below.

2. Description of the subcontracted processing

The Service Provider is authorized to process, on behalf of the Client, the personal data required to supply the services described in the client record extracted from the register of processing activities (cf. 11. Register of Processing Activities), hereafter referred to as the Client Record.

3. The Service Provider's obligations to the Client

The Service Provider undertakes to:

1. Process the data solely for the purpose(s) covered by the subcontracting agreement;
2. Process the data in accordance with the Client's documented instructions, as attached hereto. If the Service Provider considers that an instruction constitutes a breach of the European Data Protection Regulation or any other provision of the law of the European Union or the Member States related to data protection, it shall immediately inform the Client. Furthermore, if the Service provider is required to transmit data to a third country or an international organization, pursuant to the law of the European Union or of the Member State to which it is subject, it must inform the Client of this legal obligation prior to processing, unless the relevant law prohibits such notice for strong reasons of public interest;
3. Guarantee the confidentiality of the personal data processed under this contract;
4. Ensure that the persons authorized to process the personal data under this contract:
 - a. Undertake to respect its confidentiality or are subject to a suitable legal obligation of confidentiality;
 - b. Receive appropriate personal data protection training;
5. Take into account the principles of privacy by design and privacy by default in developing its tools, products, applications or services.

4. Subcontracting

The Service Provider may enlist the services of a subcontractor (hereafter the "**sub-processor**") to carry out specific processing activities. In this event, it shall inform the Client beforehand in writing of any proposed changes concerning the addition or replacement of other subcontractors. This notice must clearly indicate the subcontracted processing activities, the identity and contact information of the subcontractor and the dates of the subcontracting agreement. The Client will have a minimum of 1 month from the date of receipt of this notice to present its objections. This subcontracting may only be carried out if the Client produces no objections within the agreed-on time frame.

The sub-processor is required to fulfil the obligations of this contract vis-à-vis the Client and according to the latter's instructions. It is the Service Provider's responsibility to ensure that the sub-contractor makes the same sufficient guarantees with regard to the implementation of suitable technical and organizational measures to ensure that the processing meets the Regulation's requirements.

If the sub-processor does not fulfil its data protection obligations, the Service Provider, as the primary subcontractor, is and remains solely responsible vis-à-vis the Client for the fulfilment by its subcontractor of its obligations.

5. Data subjects' right to information

It is the Client's responsibility to provide information to the subjects of personal data processing operations at the time the data is collected.

6. Data subjects' exercise of their rights

Where possible, the Service Provider must help the Client fulfil its obligation to respond to requests by data subjects to exercise their rights: right to access, correct, erase or oppose, right to restrict processing, right to data portability, right to not be the subject of automated individual decision-making (including profiling).

When data subjects submit requests to exercise their rights to the Service Provider, the Service Provider must submit these requests, as soon as they are received, by email to the Client's contact email address as indicated in the Client Record.

7. Notification of data breaches

The Service Provider shall notify the Client of any data breaches at the Client's contact email address as indicated in the Client Record. This notification shall be accompanied by all relevant documentation in order to enable the Client to notify this violation to the competent supervisory authority if necessary.

8. The Service Provider's assistance in the Client's fulfilment of its obligations

The Service Provider shall help the Client carry out impact assessments related to data protection.

The Service Provider shall help the Client carry out the required consultation of the supervisory authority.

9. Security measures

The Service Provider and the Client undertake to implement the security measures described in the Client Record extracted from the Register of Processing Activities.

10. What becomes of data after processing

At the end of the service provision related to the processing of this data, the Service Provider undertakes to destroy all personal data, in accordance with the provisions set forth in its General Terms and Conditions.

11. Register of Processing Activities

The Service Provider declares that it keeps a written register of all categories of processing activity carried out on the Client's behalf, including:

- The name and contact information of the Client on whose behalf the processing is carried out, any subcontractors and, if applicable, the Data Protection Officer;
- The processing categories carried out on the Client's behalf;
- Any transfers of personal data to third countries or international organizations, including the identification of this third country or international organization and, in the case of transfers covered by Article 49, paragraph 1, subparagraph 2 of the European Data Protection Regulation, documents demonstrating the existence of appropriate guarantees;
- A general description of the technical and organizational security measures

The Client Record extracted from the Register of Processing Activities and its updating procedures is attached hereto.

12. Documentation

The Service Provider shall provide to the Client all documentation required to demonstrate compliance with the former's obligations or to allow audits or inspections to be carried out by the Client or another auditor appointed by the latter, and assist with these audits.

13. The Client's obligations to the Service Provider

The Client undertakes to:

1. supply the Service Provider with the data covered by Article 2 hereof;
2. document in writing all instructions concerning the processing of the Data by the Service Provider;
3. ensure, prior to and throughout the duration of the processing, the Service Provider's compliance with the obligations stipulated by the European Data Protection Regulation;
4. supervise the processing activities, including the performance of audits and inspections of the Service Provider.

14. Modifications

The Parties agree that this annex may be modified, in particular in the event of the modification of the standard stipulations developed by the CNIL or the standard stipulations of the European Commission.

In this context, each of the Parties agrees to promptly cooperate with the other Party to ensure that this annex is modified so that it remains compliant with the Regulation.

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